

Prepared By

WHEN RECORDED MAIL TO:

STANCORP MORTGAGE INVESTORS, LLC

19225 NW TANASBOURNE DRIVE

HILLSBORO, OREGON 97124-5860

866-518-1327

Attn: Compliance Dept., T3A

SIC Loan No. A7112702

MODIFICATION AGREEMENT

PARTIES:

LENDER: Standard Insurance Company, an Oregon corporation as to an undivided 26.01% interest; Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as to an undivided 8.6% interest; Liberty Life Assurance Company of Boston, a Massachusetts stock insurance company, as to an undivided 3.26% interest; Liberty Mutual Fire Insurance Company, a Massachusetts stock insurance company, as to an undivided 0.67% interest; and Peerless Insurance Company, a New Hampshire corporation, as to an undivided 4.32% The Ohio Casualty Insurance Company, an Ohio stock insurance company, as to an undivided 4.37% interest; Employers Insurance Company of Wausau, a Wisconsin stock insurance company as to an undivided 3.77% interest; and UM Holdings, LLC, a Nebraska limited liability company as to an undivided 49% interest.

BORROWER: SW-MS, LLC a Mississippi limited liability company, as to an undivided 50% interest, LUCKNOW, LLC, a Mississippi limited liability company, as to an undivided 25% interest, NOLIN SW, LLC, a Mississippi limited liability company, as to an undivided 25% interest, all as tenants in common and by James A. Devincenti, individually, Deborah A. Devincenti, individually, Donald W. Meyer, Trustee of the Donald W. Meyer Trust dated December 18, 1995, Madeline H. Meyer, Trustee of the Madeline H. Meyer Trust dated December 18, 1995, Donald W. Meyer, individually and Madeline H. Meyer, individually.

TRUSTOR: SW-MS, LLC a Mississippi limited liability company, as to an undivided 50% interest, LUCKNOW, LLC, a Mississippi limited liability company, as to an undivided 25% interest, and NOLIN SW, LLC, a Mississippi limited liability company, as to an undivided 25% interest, all as tenants in common

DATE: January 14, 2011

LOAN NO: A7112702

RECITALS:

A. Standard Insurance Company, an Oregon corporation made a loan (the "Loan") evidenced by that certain Note dated January 19, 2008 in the original principal amount of Five Million Three Hundred Thousand and No/100ths (\$5,300,000.00) (the "Note"), executed by Borrower. The Note is secured by a Deed of Trust dated January 19, 2008, recorded **February 1, 2008** in **Bk 2850 Pg 660**, in the Real Property Records of DeSoto County, Mississippi, the beneficial interest of which was assigned pursuant to that certain Assignment of Beneficial Interest in Deed of Trust and Related Loan Documents, dated February 14, 2008, recorded October 17, 2008, in Bk 2,957 Pg 443 in the Real Property Records of **DeSoto** County, **Mississippi**, which assigned to Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as to an undivided 8.6% interest; Liberty Life Assurance Company of Boston, a Massachusetts stock insurance company, as to an undivided 3.26% interest; Liberty Mutual Fire Insurance Company, a Massachusetts stock insurance company, as to an undivided 0.67% interest; and Peerless Insurance Company, a New Hampshire corporation, as to an undivided 4.32% The Ohio Casualty Insurance Company, an Ohio stock insurance company, as to an undivided 4.37% interest; Employers Insurance Company of Wausau, a Wisconsin stock insurance company as to an undivided 3.77% interest; and United of Omaha Life Insurance Company, a Nebraska corporation as to an undivided 49% interest. United of Omaha Life Insurance Company, a Nebraska corporation further assigned by the Assignment of Beneficial Interest in Deed of Trust and Assignment of Lessors Interest in Leases, dated September 30, 2010, recorded October 21, 2010, in Bk 3,230 Pg 553 in the Real Property Records of **DeSoto** County, **Mississippi** to UM Holdings, LLC, a Nebraska limited liability company, an undivided 49% interest. The property is located at 130 Marathon Way, Southaven, Mississippi 38671 (the "Property") and is legally described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

B. Borrower has requested Lender's written consent to the modification of the Loan regarding the secured property.

C. Lender has agreed to the **MODIFICATION** of the terms below if (i) this Modification Agreement ("Agreement") is executed by Borrower and Lender; (ii) it is recorded in the real property records of **DeSoto** County, State of **Mississippi**; and (iii) any costs and fees in connection herewith, including but not limited to Lender's attorneys fees, title fees and costs and recording fees are paid, all at no expense to Lender.

AGREEMENT:

The terms and conditions of the Note, Deed of Trust, Assignment or other security instruments securing the Loan evidenced by the Note and any other documents which evidence the Loan (collectively, the "Loan Documents") are hereby modified as follows:

1. Principal. The six months of monthly interest payments from June 1, 2010 through November 30, 2010 were deferred. The total amount of the deferred payments was \$155,678.81. The six months of deferred interest payments will be added to the total amount due at the time of maturity of the Note. Default interest and any late fees on the six months of deferred payments are hereby waived.

2. Term. The maturity date of **February, 2028** for the Loan, Deed of Trust and the Note is to remain unchanged.

3. Amortization. Lender will provide borrower with a new amortization schedule for the loan with this Modification Agreement.

4. Payment Amount. The monthly principal and interest payment will remain unchanged in the amount of **Thirty Four Thousand Five Hundred Fifty Five and No/100ths (\$34,555.00)** per month beginning the first of **December 1, 2010 and continuing up to the** interest rate adjustment pursuant to paragraph 5 below.

5. Rate of Interest. The initial interest rate included in the aforesaid payments, unless adjusted as otherwise provided in the Note, shall be calculated at the rate of **Six and One-Eighth (6.125%)** percent per annum ("Note Rate") upon the unpaid balance of principal. As used herein "Rate Adjustment Date(s)" is February 1, 2018.

- (a) One hundred and twenty (120) days prior to each Rate Adjustment Date, Lender shall notify Borrower in writing of the Adjusted Interest Rate that will become effective in accordance with this Note, which Adjusted Interest Rate shall be Lender's then prevailing annual interest rate for similar loans with a term of **Ten (10)** years then being originated by Lender on properties comparable to the Property (as hereinafter defined) as determined solely by Lender (such interest rate is hereinafter referred to as the "Adjusted Interest Rate").
- (b) Borrower shall have thirty (30) days from the date of receipt of such notification from Lender to accept or reject the Adjusted Interest Rate. Failure by Borrower to notify Lender of the acceptance or rejection of the Adjusted Interest Rate within such thirty (30) day period shall be deemed to be a rejection of the Adjusted Interest Rate. If the Adjusted Interest Rate is rejected by Borrower (or deemed rejected), the entire unpaid principal balance of this Note, all accrued unpaid interest hereon, and any other amounts payable hereunder or under the other Loan Documents (as hereinafter defined) shall be due and payable in full, without a Prepayment Fee, no later than the Rate Adjustment Date.
- (c) If Borrower accepts the Adjusted Interest Rate for the offered period, the Adjusted Interest Rate shall become effective on the Rate Adjustment Date and monthly installments of principal and interest shall then be due and payable in an amount to be determined that will amortize the remaining unpaid principal balance of this Note at the Adjusted Interest Rate over the remaining amortization

period. In such case, Borrower shall also have the option to prepay a portion of the remaining unpaid principal balance of this Note.

- (d) Thereafter, monthly installments of principal and interest on the unpaid principal balance of this Note, at the Adjusted Interest Rate, in the amount thus calculated, shall be due and payable in consecutive monthly installments commencing on the first day of the calendar month after the Rate Adjustment Date and continuing on the first day of each calendar month thereafter, to and including the monthly installment of principal and interest due and payable on the earlier of the next Rate Adjustment Date or the Maturity Date.

6. Recourse: The loan will remain Full recourse to Borrower

7. Recitals. The recitals set forth above in recitals A through C are true, accurate and correct and are incorporated herein by this reference.

8. Administrative Fee. **Not applicable**

9. Reaffirmation of Loan. Borrower reaffirms all of its obligations under the Loan Documents as previously modified and modified herein, and Borrower acknowledge that it has no claims, offsets or defenses with respect to the payment of sums due under the Note or any other Loan Document.

- a) Borrower reaffirms all of the terms of the Loan Documents and Trustor hereby grants, conveys, mortgages and warrants to Lender the lands, premises and properties situated in the County of **DeSoto**, State of **Mississippi**, and as described in the Loan Documents.
- b) Trustor sets over and assigns to Lender all the rents, leases, issues and profits in respect to the said described Property under the same terms and conditions as described in the Loan Documents.
- c) Borrower promises to pay to the order of Lender, at Lender's current address set forth in the Note, the existing principal balance due under the terms of the Note, together with interest thereon pursuant to the terms as modified herein.

10. Waivers. Borrower waives (a) any defense arising from or out of the exercise by Lender of any right or remedy it may have with respect to the Loan; (b) any defense based upon any change in the name, location, composition or structure of Borrower, or any change in the type of business conducted by Borrower, or any other change in the financial condition, identity or legal status of Borrower; (c) the benefit of surety-ship defenses generally; and (d) any defense based upon any failure by Lender to obtain a similar guaranty from any other person or entity, or failure to file a creditor's claim in the estate of any person or entity, including Borrower, whether in administration, bankruptcy or any other proceeding.

11. Conditions Precedent. Before this Agreement becomes effective and any party becomes obligated under it, all of the following conditions shall have been satisfied at Borrower's sole cost and expense in a manner acceptable to Lender in the exercise of Lender's sole judgment:

11.1. Lender shall have received such assurances as Lender may require that the validity and priority of the Loan Documents have not been and will not be impaired by this Agreement or the transactions contemplated by it, including an acceptable CLTA 110.5 Loan Modification Endorsement (along with any other endorsements Lender deems necessary) to be attached to Title Policy No. **NCS-285310B-NAS** dated February 1, 2008, issued by **First American Title Insurance Company**.

11.2. Lender shall have received fully executed and, where appropriate, acknowledged originals of this Agreement and any other documents which Lender may require or request in accordance with this Agreement or the other Loan Documents.

11.3. This Agreement shall have been recorded in the Official Records of the County of **DeSoto**, State of **Mississippi**, in addition to all other documents which Lender may require to be recorded.

11.4. Except for the deferred loan payments referenced in paragraph 1., above, all past due loan payments, late charges, delinquent interest and all taxes past due and currently payable, including interest and penalties, if any, must be brought current.

11.5. Satisfaction of all other conditions and requirements to the modification of the Loan and the Loan Documents, if any, as may be contained in any letter, exhibit list or other written communication by Lender to Borrower.

12. Borrower's Representations and Warranties. To induce Lender to enter into this Agreement, Borrower represents and warrants to Lender as follows:

12.1. All representations and warranties made and given by Borrower in the Loan Documents, as modified, are true, accurate and correct.

12.2. No Event of Default is continuing which, with notice or the passage of time or both would be an Event of Default.

12.3. Trustor lawfully possesses and holds fee simple title to all of the Property which is real property, and Deed of Trust is a first and prior lien on that property. Trustor owns all of the Property which is personal property free and clear of any reservations of title and conditional sales contracts, and also of any security interests other than the Deed of Trust, which is a first and prior lien on the Property. There is no financing statement affecting any Property on file in any public office except for financing statements in favor of Lender.

12.4. Borrower represents that it has full legal power and authority to enter into this Agreement, that all necessary consents and approvals for the execution and performance of this Agreement have been obtained, and that when signed and delivered to Lender this Agreement will be the legal binding and enforceable obligation of Borrower.

13. Consent. Borrower acknowledges that it has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with same, that the terms and provisions contained herein are clearly understood by Borrower and has been fully and unconditionally consented to, and that Borrower has had full benefit and advice of counsel of their own selection in regard to understanding the terms, meaning and effect of this Agreement, and that Borrower's execution of this Agreement is done freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, Borrower is not relying on any other representations either written or oral, express or implied, made to Borrower or any other party hereto, and that the consideration received by Borrower hereunder has been actual and adequate.

14. Lender's Consent. Lender consents to the modification, and/or extension of the Loan as described herein, but by consenting to this Agreement, Lender does not consent to any other modification regarding the Property.

15. Release of Lender. As additional consideration for the modification of the Loan Documents as hereinabove set forth, Borrower does hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations on its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrower may now have or claim to have against Lender as of the recording of this Agreement, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon this Agreement, including but not limited to all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the recording date of this Agreement. This Agreement and the covenants herein on the part of Borrower are contractual, and not a mere recital, and the parties hereto acknowledge and agree that no liability whatsoever is admitted on the part of any party, except Borrower's indebtedness to Lender under the Loan Documents, as modified hereby, and that all agreements and understandings between Borrower and Lender are expressed and embodied in the Loan Documents, as modified hereby.

16. Financial Statements. Within sixty (60) days of the close of each calendar year, Borrower shall furnish Lender, at Borrower's expense, all in a form satisfactory to Lender and certified by Borrower or guarantors, as the case may be, with (a) annual statement of operations of the Property, stating that such annual statement presents fairly the financial condition of the Property being reported upon and has been prepared in accordance with sound accounting principles consistently applied, (b) the financial statement for any tenants in whom Borrower has a controlling interest, and (c) Borrower's financial statement, if Borrower is not an individual. The annual operating statement shall include an annual rent schedule, and a schedule of gross receipts of each tenant who is obligated to pay additional rent based on a percentage of gross receipts.

17. UCC Provisions. Trustor hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements with or without signature of Trustor as authorized by applicable law, as applicable to the Property. For the purposes of such filings, Trustor agrees to furnish any information requested by Lender promptly upon request by Lender. Trustor hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Trustor or in Trustor own name to execute in Trustor name any such document and to otherwise carry out the purposes of this section, to the extent that Trustor authorization above is not sufficient. To the extent permitted by law, Trustor hereby ratifies and affirms all acts said attorneys-in-fact have lawfully done or caused to be done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

18. Recordation. Trustor authorizes Lender to record this Agreement in the official records of the county in which the Property is located.

19. Notices. All correspondence, notices of default, notices of late charges, year-end statements, and any other communications from Lender concerning this Loan shall be sent to Borrower at the following address:

**SW-MS, LLC,
LUCKNOW, LLC, and
NOLIN SW, LLC**
1 Blackfield Drive #112
Tiburon, CA 94920

20. Remedies. Nothing contained in this Agreement shall be deemed to release, affect or impair the indebtedness evidenced by the Loan documents or the security there for or Lender's rights to enforce its remedies under the Loan documents, including any remedy for injunctive or other equitable relief.

21. Current Loan Status. Except for the deferred loan payments referenced in paragraph 1, all past due loan payments, late charges, delinquent interest, and all taxes past due and currently payable, including interest and penalties, if any, must be brought current.

22. Future Transactions. Lender consents to the modification as described herein, but by consenting to this modification, Lender does not consent to any other modification regarding the secured property.

23. Ratification, Full Force and Effect. Borrower agrees that nothing herein contained shall affect the priority of the Deed of Trust over other liens, charges, encumbrances or conveyances. Except as modified herein and by the other documents of even date in connection herewith, the terms and conditions of the Loan documents shall remain in full force and effect

and are hereby expressly ratified and confirmed. This Agreement is not intended to and shall not be construed to impair the validity, priority or enforceability of the Restated Note, the Deed of Trust or the other Loan Documents.

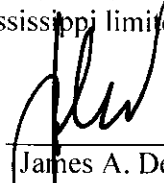
24. State Law Governs. Any provisions of the Note or other security instruments to the contrary notwithstanding, the laws of the state of **Mississippi** shall govern the validity, interpretation, construction and performance of the Mortgage and each of the other security instruments securing the Note.


STATUTORY WARNING. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LENDER TO BE ENFORCEABLE. ORS 41.580.

DATED as of the date first written above.


BORROWER:

SW-MS, LLC,
a Mississippi limited liability company

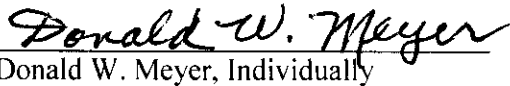
By: 
James A. Devincenti, Managing Member



James A. Devincenti, Individually

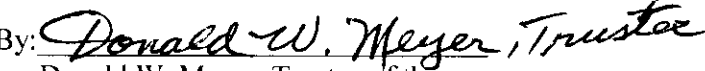
By: 
Deborah A. Devincenti, Managing Member


Deborah A. Devincenti, Individually

LUCKNOW, LLC,
a Mississippi limited liability company


Donald W. Meyer, Individually

By: 
Donald W. Meyer, Trustee of the Donald
W. Meyer Trust dated December 18, 1995,
Managing Member

By: 
Donald W. Meyer, Trustee of the
Donald W. Meyer Trust dated
December 18, 1995

NOLIN SW, LLC,
a Mississippi limited liability company

By: Madeline H. Meyer TTEE
Madeline H. Meyer, Trustee of the
Madeline H. Meyer Trust dated December
18, 1995, Managing Member

Madeline H. Meyer
Madeline H. Meyer, Individually

By: Madeline H. Meyer TTEE
Madeline H. Meyer, Trustee of the
Madeline H. Meyer Trust dated
December 18, 1995

LENDER:

Standard Insurance Company,
an Oregon corporation

By: _____
Assistant Vice President

ATTEST:

By: _____
Assistant Vice President

Liberty Mutual Insurance Company,
Liberty Mutual Fire Insurance Company,
Liberty Life Assurance Company of Boston,
The Ohio Casualty Insurance Company,
Employers Insurance Company of Wausau
and Peerless Insurance Company

By: StanCorp Mortgage Investors, LLC,
an Oregon limited liability company,
their Attorney in Fact

By: _____
Assistant Vice President

Attest: _____
Assistant Vice President

NOLINSW, LLC,
a Mississippi limited liability company

By: _____
Madeline A. Meyer, Trustee of the
Madeline A. Meyer Trust dated December
18, 1995, Managing Member

Madeline A. Meyer, Individually

By: _____
Madeline A. Meyer, Trustee of the
Madeline A. Meyer Trust dated
December 18, 1995

LENDER:

Standard Insurance Company,
an Oregon corporation

By: _____
Assistant Vice President

ATTEST:

By: _____
Assistant Vice President

Liberty Mutual Insurance Company,
Liberty Mutual Fire Insurance Company,
Liberty Life Assurance Company of Boston,
The Ohio Casualty Insurance Company,
Employers Insurance Company of Wausau
and Peerless Insurance Company

By: StanCorp Mortgage Investors, LLC,
an Oregon limited liability company,
their Attorney in Fact

By: _____
Assistant Vice President

Attest: _____
Assistant Vice President

UM Holdings, LLC,
a Nebraska limited liability company
By: United of Omaha Life Insurance Company,
a Nebraska corporation,
Sole Member

By: 
B. Peter Newland III, CCIM
Senior Vice President - Mortgage and Real Estate Investments

**ACKNOWLEDGEMENTS TO BE ATTACHED MUST BE IN ACCORDANCE WITH
SIZE AND CONTENT REQUIREMENTS AS REQUIRED BY STATE LAW.**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25th day of February, 2011, by **James A. Devinenti**, individually, and as Managing Member of SW-MS, LLC, a Mississippi limited liability company, on behalf of said limited liability company.

Eileen Parker
NOTARY PUBLIC
My Commission Expires:

☐ Personally known
☒ Produced identification
Calif Driver's License # CS755520
Type of identification produced

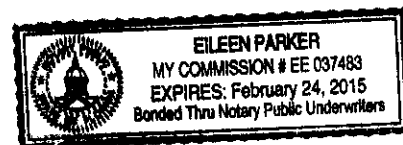


STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25th day of February, 2011, by **Deborah A. Devinenti**, individually, and as Managing Member of SW-MS, LLC, a Mississippi limited liability company, on behalf of said limited liability company.

Eileen Parker
NOTARY PUBLIC
My Commission Expires:

☐ Personally known
☒ Produced identification
Calif Driver's License # C7016710
Type of identification produced



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25th day of February, 2011, by **Donald W. Meyer**, individually, as Trustee of the Donald W. Meyer Trust dated December 18, 1995, Managing Member, and as Trustee of the Donald W. Meyer Trust dated December 18, 1995 of LUCKNOW, LLC, a Mississippi limited liability company, on behalf of said limited liability company.

Eileen Parker

NOTARY PUBLIC

My Commission Expires:

☐ Personally known
☒ Produced identification
FL Drivers License M600199330110
Type of identification produced



STATE OF FLORIDA
COUNTY OF BREVARD

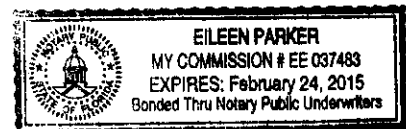
The foregoing instrument was acknowledged before me this 25th day of February, 2011, by **Madeline H. Meyer**, individually, as Trustee of the Madeline H. Meyer Trust dated December 18, 1995, Managing Member, and as Trustee of the Madeline H. Meyer Trust dated December 18, 1995 of NOLIN SW, LLC, a Mississippi limited liability company, on behalf of said limited liability company.

Eileen Parker

NOTARY PUBLIC

My Commission Expires:

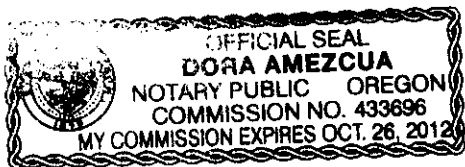
☐ Personally known
☒ Produced identification
New Hampshire Drivers License #12MRM 33 191
Type of identification produced



STATE OF OREGON)
) ss:
 COUNTY OF WASHINGTON)

On this 8th day of February, 2011, before me, Dora Amezcua, a Notary Public in and for said County and State, personally appeared AMY FRAZEY and GREGG HARROD, both to me personally known, who being duly sworn did say that she, the said AMY FRAZEY is the Assistant Vice President, and he, the said GREGG HARROD is the Assistant Vice President of STANDARD INSURANCE COMPANY, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and AMY FRAZEY and GREGG HARROD acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Dora Amezcua
 Dora Amezcua
 Notary Public for Oregon
 My Commission Expires: October 26, 2012

STATE OF OREGON)
) ss:
 COUNTY OF WASHINGTON)

On this 8th day of February, 2011, before me, Dora Amezcua, a Notary Public in and for said County and State, personally appeared AMY FRAZEY and GREGG HARROD, both to me personally known, who being duly sworn did say that she, the said AMY FRAZEY is the Assistant Vice President, Investment Administration, and he, the said GREGG HARROD is the Assistant Vice President of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, their Attorney in Fact for LIBERTY MUTUAL INSURANCE COMPANY, LIBERTY MUTUAL FIRE INSURANCE COMPANY, LIBERTY LIFE ASSURANCE COMPANY OF BOSTON, PEERLESS INSURANCE COMPANY, EMPLOYERS INSURANCE COMPANY OF WASAU, AND THE OHIO CASUALTY INSURANCE COMPANY, the within named companies, and that the said document was signed in behalf of said limited liability company, and AMY FRAZEY and GREGG HARROD acknowledge said document to be the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last written.

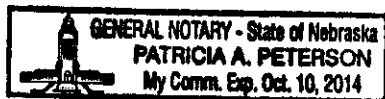


Dora Amezcua
 Dora Amezcua
 Notary Public for Oregon
 My Commission Expires: October 26, 2012

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

On this 3rd day of February, 2011, before me appeared B. PETER NEWLAND, III, known to me personally, who being duly sworn did say that he, the said B. PETER NEWLAND, III, is the Senior Vice President – Mortgage and Real Estate Investments, of UM Holdings, LLC, a Nebraska limited liability company, the within named limited liability company, and that the said document was signed in behalf of said limited liability company, and B. PETER NEWLAND, III, acknowledged said document to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Patricia A. Peterson
 Notary Public for Nebraska
 My Commission Expires: 10-10-14

Exhibit "A"
SIC Loan No. A7112702
Modification Agreement
Dated: January 14, 2011

Lot 8 of Southaven Towne Center Subdivision in Section 36, Township 1 South, Range 8 West, City of Southaven, Desoto County, Mississippi, as shown upon the Subdivision Plat entitled "Revision One, Lots 1 thru 14 and 16 thru 17, Southaven Towne Center, Zoned C4", prepared by Southern States Survey, Inc., dated February 11, 2005, recorded in Plat Book 91, pages 6 and 7, in the Office of the Chancery Court Clerk, Desoto County, Mississippi.